GAD 309 GRS 70

File No. AFD-176-FeL69

MYSORE GOVERNMENT SECRETARIAT

Notes/Correspondence/Collection

Department A&R Section Forest 'B'

Subject :— Release of land to M/s Orange Growers Co-operative Society Ltd, Pollibetta, Coorg.

Earlier References :— AFD-182. FeL69

Later References :—

(Classification ~~A~~/B/~~C~~)

Notes Pages 13 27/8/70

Correspondence Pages 85

For/Not for Section note Book

To be destroyed after

6.69
27.8.70

30/8/71.

for Under Secretary to Government

Indexed

1/4/71

ಇಂಬಲಕ್ಷಿರೆ
ಸರ್ಕಾರದ ಅಧೀನ ಕಾರ್ಯದರ್ಶಿ,
ಅರಣ್ಯ, ಪರಿಸರ ಮತ್ತು ಜೀವಿ
ಶಾಸ್ತ್ರ ಇಲಾಖೆ (ಅರಣ್ಯ-ಬಿ)

2.

DOCKET SHEET

Department: AF&F

File No. AFD 176 FGL 69.

Section Forest 'A'

Volume:

SUBJECT

Grant of land in Mavkal Reserve Forest - Shilhimathi Range - Request of the Coorg Orange Growers Co-op. Society, Pollibetta, Coorg.

Number and date	o whom sent	Instructions
1	2	3
4/7/70	DS.	
	R. & I. SECTION G.A.D. No. 65442 Date 8 JUL 1970 Section	
	9/7/70	
	2972	
	R. & I. SECTION LAW & P.A.DEPT. No 35080 Dt. 23 JUL 1970	
	L.D. (Opn. II) No 1492 Date 23/7	
	23/7	
	23/7/70	
	Dy. Secy. A&F No. 4804 17/8	

[P.T.O.

Sl. No. 1 letter No. B3/62/GFL/1314/64-65 dated 4.2.69 from the C.C.F. B'lore.

NOTE-I.

(1) Flag J
P50 of 182 FaL64

1) In G.O. No. AFD-182-FaL64 dated 15.9.67, (1) an extent of 1000 acres of land in Markal Reserve Forest Thithimathi Range, Coorg Dist was ordered to be leased in favour of the Coorg Orange Growers Co-operative Society for a period of 30 years.

2) The C.C.F has now requested to amend the G.O. ~~so as that~~ to enable the D.F.O Hunsur ~~to be able~~ to execute the agreement on behalf of Govt. of one part and the lessee of the other part.

3) This contravenes rule 7 of Manual of Financial Powers 1967 according to which the D.F.O. can enter into agreement for a period of one year only.

(2) ↓
Sl. No. 1-A-P-1/P10

4) In the case of G.O. No. AFD-214-FaL69 dated 15.1.69 (1) (M/s Jivanlal), under clause ~~11~~ 23 of the G.O. it is imposed that the tea company should execute an agreement with the D.F.O. Belgaum. And in the following cases it has not been specifically

Subject: File No. AFD-176-FaL69

ordered (1) G.O. No. AFD-105-FaL67 dated 5-x-67 (m/s HYPROTEX) (2) G.O. AFD-27-FaL68 dated 28-x-68 (m/s Indian Aluminium Co. Ltd) (2) (3). And in these cases it is not clear who will take the agreement.

However as requested by the C.C.F. the G.O. No. AFD-182-FaL69 dated 15.9.67, (maybe modified) [A draft G.O. (1) is put up for approval.

6/6.

7.6.69

7) may be consulted whether the D.Fo Houston may enter into the agreement

7.7.69

Note 2

For advice whether the following presumption is correct.

8/7/69

FD).

All agreements between the Govt. and any private party have to be in the name of the Governor and is to be signed by an officer, who has been nominated particularly or authorised generally. As such if the D.Fo Houston, is to be authorised to sign the agreement, on behalf of the Governor, a separate notification authorising him to do so may have to be issued, besides the G.O. containing the terms of agreement.

8/7/69

FD).

(2)/SI.No.1.13.P.1 & P4

(3) SI.No.1.C.P.1 & P3

Sri R

Pl. bring up with the Book of Forwarding Houses on 10/6

9/6

3868

Dy. Secy. A.P.P. No. 3868

7/7

R. & I. SECTION W/D. No. ..... Date ..... Section WU

N.M.P. 8/7

M. G. S.

Subject: Grant of land in Mavakal R.F. Thithimathy Range-

File No. AFD 176 FGL69.

WD 01050—GPB—8,00,000 13-12-65

U.O.No.FD 1611/W2/69. FINANCE DEPARTMENT (W&S.II)

Note 3

G.A.D. and Law Department may be consulted.

(S. Abdul Wajid)
Under Secretary to Government,
Finance Department (W&S)

A & F Dept.

Note 4

The file may be sent to G.A.D as advised by Finance Department-
Reference notes 2 & 3

G. B DESHPANDE,
Dy. Secy., A. & F. Dept.

GAD.

Note 5

GAD (SR) is not concerned.

Note 6

The file may be referred to L.D with ref. to notes 2 & 3

Ref to Note 2.
Opinion may kindly be furnished

L. D.

R. & I. SECTION No. 24573 Date 14 JUL 1969 Section

Dy. Secy., A & F No. 4136 17/7

R. & I. SECTION A.&F.D. No. 55120 Date 19 JUL 1969 Section

G.A.D. (S.R.A) No. 708 Date 21/7

27051

R. & I. SECTION A.&F.D. No. Date 30 JUL 1969 Section 4046/7/69

Subject: File No. 176 Fa L 69

6 M. G. S.

Note-7

DEPARTMENT OF LAW AND PARLIAMENTARY AFFAIRS.

The view expressed in Note 2 is correct. The lease deed has to be signed by a person who is authorized under Art. 299 of the Constitution.

(M.C. KONNUR)
Jt. Secy., to Govt.,
Deptt. of Law & Parl.Affairs.
28--10--69.

29/10

A&F Dept.)

R. & I. SECTION
LAW & PARLIAMENT.
No. 26274
Dt. 4 AUG 1969
Section 2

390/JLS/69
LD. (Opn. II)
No/380 Date 4-8-69

Note 8

(i) The file may be referred to F.D with ref. to ~~Note~~ Note 3 in view of the opinion of L.D furnished at Note 7

3/11

According to rule 7 of the Manual of Financial Powers the D.F.O can enter agreement for a period of one year only.

7/11

Shri H.K.R. 5/7/69
29-1-69

38026

6040/7/1/69

(ii) Paras 1 to 4 of Note-1 may kindly be perused. See C.C.F had sought modified G.O. enabling the D.F.O. Hunsur to execute the agreement on behalf of Govt. in respect of G.O No. AFD 182 Fa L 69 dated 15.9.67 wherein 100 acres of land in Mavukal R.F. Coorg Dist was ordered to be leased to the Coorg Orange Growers Co-operative Society.

① Flag 2

P50 of 182 Fa L 69

(iii) The C.C.F has reported that according to Rule 7 of the M.F.P 67, the D.F.O can enter into agreement for a period of one year only.

(iv). Under note 2 F.D was requested to offer their opinion, for issue of a separate notification authorising the D.F.O to enter into an agreement ~~so besides amending the term of agreement~~.

(v) Under Note 7, agreeing to note 2 F.D have stated that the lease deed has to be signed by a person who is authorised under Art. 299 of the constitution

(vi) Under Article 299[1], on behalf of the Governor, the person authorised to execute the agreement is the D.F.O. But according to Rule 7 of the M.F.P 67 the D.F.O is empowered to execute an agreement for only one year.

(vii) As agreed by F.D, the G.O at P12 of empowering the D.F.O. to execute an agreement for 30 years in respect of G.O. No. AFD. 182. FGL 69 dated 15.9.67 may be issued and they the F.U may be referred to F.D for amending the Rule 7 of the Manual of Financial Powers 1967 enabling the D.F.O to execute the agreements on behalf of the Governor in future.

(1) Sl. No. 4/P 1946.

Fig'z

Dy. Secy., A & F
No. 1288
12/3/70.

Ks/ NB 4/3/70

n/s

Note 9

(1) The question of amending Rule 7 of the MFP. does not arise, since it is not relevant and does not meet the intention to enhance the powers of the DFO. The lease has been already sanctioned by the Govt. vide Gro. dated 15.9.67, granting the lease of 1000 acres of forest Land for a period of 30 years. All that has to be done is to enter into an agreement with the Lessee, pursuant to the said Gro.

(2) The CCF has forwarded the draft agreement (Seen @ Pages 17 to 13). This has to be scrutinized and appd. by the Govt, in consultation with the LD. After approving of the draft agreement, (Since the Gro. ~~silent~~ ~~that~~ is silent as to who should sign the agreement on behalf the Governor) it has to be signed by an officer/authority competent to sign on behalf of the Governor.

(3) The CCF presumes that the agreement has to be signed by the DFO. It is not known as to on what basis the CCF presumes so, when the Gro. is silent on this point. There is no need to either modify the Gro. or to amend the MFP Rules to enhance the powers of the DFO.

(4) The CCF's proposal to modify the G.O. of 15.9.67 empowering the D.F.O. to execute the agreement with the Lessee, has to be considered in the light of the wording of the Article 299 of the Constitution of India, which says that contracts and all assurances of property made in the exercise of that power —

"shall be executed on behalf of"
"the President or the Governor"
"by such persons and in such"
"manner as he may direct"
"or authorise"

The word "he" which is underlined, means that the President or the Governor alone has to authorise such person and not the State Govt. Orders have accordingly been issued under Art. 299 (1) of the Constitution of India, by the several Governors, re: execution of contracts and Assurances of property on behalf of the Governor, relating to various Depts. (There is a compilation of such Orders printed by the Govt. press).

Hence such authorisations do not come under the purview of either the MFC or the Mysore Manual of Financial Powers. In short the delegation of powers under Art. 299 of the Constitution has to be done by the Governor himself and by no other authority. A casual mention or inserting a clause to this effect in a G.O. authorising the D.F.O. to execute the agreement will not be legally correct. It would amount to exercising the powers by State Govt, not vested in them

AFD·176·FG·L69

10

(5) The general notification no. LAW 61 LGN 61 dated 6th Dec. 61 and subsequent special notifications issued under Art. 299 of the Constitution are silent on this particular nature of transaction, namely, the leasing of lands, in favour of private parties. Even the MFP, does not contain ~~provi~~ any specific provision. We have therefore rely on the general provision of item 129 of the general notification of Dec. 61, for determining the authority competent to sign on behalf of the Governor. According to the said provision, the Secy, Dy. Secy or Under Secy. can sign the agreement of lease on behalf of the Governor. Any one will sign. 1288

R. & L. SECTION
A. & F. D.
No. 2094/FD/70
Date 24 MAR 1970
Section .....

(6) The draft lease-deed sent by the CCF @ Page 17 backwards, is for favour of scrutiny & advice. The interpretations @ Paras 1 to 5 may also be kindly confirmed.

17/3/70

LD.

NOV·14

Law Department.

Please make available a copy of the printed Compilation of the Orders issued under Art.299(1) of the Constitution of India referred to in para 4 of Note 9 and also a copy of the general Notification of December 1961 referred to in para 5 of Note 9 for reference.

K.V. Govinda Raju
(K.V.Govinda Raju),21/3/70
Under Secy.to Govt. Law Dept.

A&F Dept.)

R. & L. SECTION
No. 10067
Dt. 20 MAR 1970
Section 2

L.D. (Opn. II)
No 513 Date 21-3-70.

21/3

S.R.

21/3/70

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NOTE-11

Ref. NOTE-10.

(i) As ascertained from the general records in library the references mentioned are not available. In view of the same further action to be taken is for orders.

S/S

(ii) The file may be referred to G.A.D to make available a copy of the printed compilation of the orders issued under Art. 299(1) of the Constitution of India and a copy of the general Notification No. LAW 61/L.G.N 61 dated 6.12.61, referred by L.D at Note-10.

D.S.

3/6.

3/7.

4/7/70

S.O. on leave. Submitted to U.S. (Forests) 14/5/70

Dy. Secy. A&R No. 3726 4/7

G.A.D. (Misc) No. 2124 Dated 10/7/70

GAD 2972/SK-A

S.O. GAD/GR 10/7/70

7/7/70

NOTE R

Copies of references referred in note 11 are not available in S.O.

This is for GAD Misc

9/7/70

9.7.70

Misc) 10/7

AFD.176.FA.L65

GAD309GR570

12

Note 13

For Compliance please. Ref. para 2 of note 11 - on the previous page.

SB
15.7.70.
Section Officer
Genl Records M.G.S.

SCS]

14

Spare copy of book let "Orders issued under article 299(1) of the constitution of India is sent here with. Notification No LAW.61 LGN61 dt 16-12-61 is not available in this section

16/7/70

15

Note 14 is for this personal.

The Relevant Book let. is placed below.

S.O. A&7 Deptt.]

SB
17.7.70.
Section Officer
Genl Records M.G.S.

F-B

Book is placed below.
17/7

Note 16.

A copy of "orders issued under article 299(1) of the constitution of India" is placed below. It contains the General Notification No. LAW61LGN61 dated 6.12.61. The said booklet has been published

SB
20/7/70

AFD 5419 FA70
20/7/70

13 AFD. 176. Feb 69

showing 1968, on behalf of Law Deptt. Now the file may be referred to L.L.D. with ref. to Note. 10

21/7 & 22/7.

L.V.P.A. deptt

23/7/70 (A.V.7)

Note. 17

The draft lease deed as modified is in order.

As per notification vide No. Law 61 LGN 61 D/6th Dec. 1961 the Secy. Dy. Secy or the under Secy. can sign the deed on behalf of the Governor of Mysore. There is no need either to modify the G.O. or to amend the MFP Rules. The view expressed in note 9 is correct

Law 40 19/V/70

Advt Deptt

Cor. Srinivasappa
(C.N. Srinivasappa)
under Secy. to Govt.
Dept of Law & P.A.

LEGISLATION DEPT.
3 AUG 1970
32017

AFD 612 GFA 70
13/8/70

Note. 18

Ref. Note 8 & 17.

A draft letter to C.C.F is prepared

17/8 [illegible]

[illegible] 14/8 [illegible]

AFD-176-FQ1 69

14

Draft letter at page 20 of c.7. is for personal before issue.

DS

17/8/70

4804

issue
17/8/70

18/8/70

May be recorded B.

27/8/70.

15/25

GOVERNMENT OF MYSORE

No. AFD 176 FGL 69.

MYSORE GOVERNMENT SECRETARIAT,
VIDHANA SOUDHA,

Dated, Bangalore, 18th August 1970.

FROM

The *Secretary to the Government of Mysore*
Agriculture & Forest Department.

To The Chief Conservator of Forests
in Mysore, Bangalore.

Sir,

Sub: Grant of land in Mavkal Reserve Forest - Thithimathi Range - Request of the Coorg Orange Growers Cooperative Society, Pollibetta, Coorg -

---

With reference to your letter No.B3/62/GFL/1314/64-65 dated 21-10-69, on the subject mentioned above, I am directed to return herewith the draft lease agreement as approved by Law Department.

The lease agreement has to be signed by the Secretary to Government, on behalf of the Governor, as sent there is no need to modify the Govt. Order as suggested by you.

Yours faithfully,

M. A. Srinivasan

(M.A.Srinivasan)
Under Secretary to Government,
Agriculture & Forest Department.

hns/18-8/

THIS INDENTURE OF LEASE IS MADE THIS THE . . . . . day of . . . . . Nineteen hundred sixty nine between the Coorg Orange Growers' Cooperative Society, Pollibetta represented by the President herein after called the lessee (which term shall include ~~the~~ its assignee, successors, administrators, legal representatives or liquidators) on one part and the Governor of Mysore, (hereinafter called the Government) of the other part.

Whereas at the request of the Society, the Government have by G.O.No.AFD 182 FGL 64 dated 15th September 1967 agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up the land to produce fruit orchard to feed the society's factory of fruit canning, increased production of fruits to supplement the food, establishment of fruit processing plant etc., for the preparation of high protein foods subject to the terms and conditions noted in the said Government order, and

Whereas the society has deposited a sum of Rs.41,400/- (fortyone thousand four hundred) only with the Government as security deposit to secure due performance of the terms and conditions of this deed:

Now it is hereby agreed as follows:-

1. The lease shall be for a term of 30 years commencing on

2. The society shall pay rent as follows:-

(i) During the first to ~~Sixth~~ fourth year of the lease @ Rs.2/- per acre per year;

(ii) During the fifth to Eighth year, of the lease @ Rs.4/- per acre per year;

(iii) During the nineth to 13th year of the lease @ Rs.10/- per acre per year;

(iv) During the fourteenth to Twentieth year of the lease @ Rs.20/- per acre, per year;

(v) During the Twenty first to Thirtieth year of the lease @ Rs.20/- per acre per year subject to revision by the Government.

(vi) In respect of the land used for establishment of fruit processing plant the society shall pay a rent of Rs.150/- per acre or part of an acre per year.

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The society shall

(a) use the demised land for the purpose of raising fruit orchard to feed its fruit canning factory, establishment of fruit processing plant etc., and shall not use the same for any other purposes;

(b) use water from the demised land to feed the cultivated area within the state forest limits;

(c) Pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (Levy of betterment Contribution and water rate) Act 1957;

contd.2.

d) Utilise the entire demised land within a total period of five years from the date of execution of this deed as follows:

(i) 300 acres within 2 years from the date of this deed

(ii) another 200 acres before the end of the third year of this deed.

(iii) ~~Ydt~~ another 250 acres before the end of the fourth year of this deed;

(iv) the balance of 250 acres before the end of the fifth year of this deed;

e) at its own cost have the area of the demised land clearly demarcated and fenced by means of boundary stone.

f) use the fruits raised by the Society for its use or sell to other Industries or consumers.

5) The society shall not sublet the demised land to any other person or ~~a~~ body for any purpose without first obtaining the permission of Government in writing.

6) The Society shall not interfere with the right of way of inhabitant of the neighbouring villages so far as the said right is conferred at the time of settlement as per G.O. . . . . in respect of Mavakal State Forest.

7) The Society shall not form any other road or approach road in the State Forest Limits without the previous permission of the Government.

8) The Society shall not interfere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both inside and on the other parts of the surrounding area of the demised land.

9) The society shall abide by the Rules and regulations of the Government Forest Department issued from time to time.

10) The Society shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land with the previous permission in writing of the Divisional Forest Officer, Farm houses, sheds, processing plant, canning Factory etc., or any other building that the society may consider necessary for its purposes.

11) In the event of the society committing breach of any of the conditions of this deed, Government shall be entitled to determine the lease forthwith and enter upon and take possession of the demised land and shall also be entitled to forfeit the security deposit.

12) The society has no right over the standing growths which will be cleared by the Forest Department before delivering the land for raising fruit orchard.

contd.3.

13) The society shall on the expiry of the term of the lease surrender possession of the demised land to the Government without claiming any compensation.

14) The Sandal, Alale and Tamarind standing in the demised area shall be enumerated by the Forest Department and the society binds itself to protect them till the trees are extracted by the Forest Department or till the expiry of the lease period which ever is earlier.

15) The Forest Department or its authorised agent shall have the right of collecting the usufruct or extracting the reserved sandal Alale and Tamarind trees mentioned in clause 13 above without any payment to the society.

16) The society shall pay the value of the existing plantations in the demised area as may be determined by the Forest Department.

17) The existing tree growth other than those mentioned in clause 15 shall be valued by the Forest Department and the value thereof shall be paid by the society. The society shall be at liberty to ex-tract, exploit, utilise and remove the tree growth other than those mentioned in the above clauses.

18) In the event of damage to any of the trees mentioned in clause 14 the society shall be liable to pay to Government the value thereof plus sales tax and penalty as indicated below:-

(a) In respect of Sandalwood trees of 15.24 Cms. (6") in girth and above, Rs.100/- per tree as penalty.

(b) In respect of sandalwood trees of below 15.24 cms. (6") girth, Rs.25/- per tree as penalty.

(c) The trees so damaged shall be uprooted and delivered to the Government Sandalwood depot at Belgaum free of cost by the Company as and when directed by the Divisional Forest Officer;

(d) In case if any Sandalwood trees is found missing from the area, the Company should pay the cost of such trees at the current market rate in terms of heart wood for such girth class as determined by the Divisional Forest Officer, Belgaum.

(e) In respect of Alale and Tamarind trees the Company shall pay the value thereof as applicable for the group in respect of 'Other species' in the coupes sold standing in Belgaum Circle.

Provided that the company shall not be liable to pay the value and/or penalty for any damage to any or all the trees if the damage to any of those trees is caused due to cyclone or earthquake.

19) The Society shall undertake adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the Divisional Forest Officer.

20) The Government shall be entitled without prejudice to the other remedies open to it, to recover all moneys due under this deed as arrears of land revenue

21) The Security deposit shall, if not forfeited under condition 11, shall be refunded to the Society on the expiry of the lease

contd.4.

21 [however when the lease is renewed under the following 19]

lease provided [condition], it shall be held as security for the renewed period of lease subject to the same conditions.

(a) If the Society fails to pay to the Government any sums payable under the grant on the respective dates on which they are made payable the society shall pay interest at 6¼% per cent per annum on such amounts from the dates on which they were so payable until the date of payment of recovery. If the rent with the interest is not paid within [three] months from the date [on] which the rent was payable or if there shall have been any breach by the lessee of the covenants hereinbefore contained therein any such, the lease shall be cancelled after giving 30 days notice in writing to the lessee and the society shall not be entitled to any compensation therefor.

22) In case the society desires to obtain a renewal of the lease after the expiry of the term agreed to aforesaid, the society shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Government and thereupon the Govt. may at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as per conditions contained in this deed, except the condition for renewal and when the lease is so renewed the society shall pay the rent of Rs.50/- per acre per year.

23) In the event of determination of lease by efflux of time or otherwise, Govt. shall be entitled to all the buildings, structures or improvements made on the demised land and the society shall not be entitled to any compensation therefor.

SCHEDULE

District	Taluk	Name of F.C.	Survey No. & acres.	Nature of the crop of the land.	Remarks.
Coorg	Virajpet	Mavakal	1000	Fruit orchard	Area released as per condition No.4(d)

In witness thereof the parties hereunto have executed this deed on the day and the year first above mentioned.

For the Society
(Person authorised should sigh)

On behalf of and under the directions of the Governor of Mysore.

Witnesses: 1.

2.

(Person authorised to sign)

Section Officer 25/8
A+F...M.G.S.

Sl. No. 5

Sub: as at p 18 ff

20 20

AFD-176-FCL69

CCF,

With ref. to your letter No. B3/62/GFL/1314/64-65 dated 21.x.69, on the subject mentioned above, I am directed to return herewith the draft lease agreement as approved by L.D.

(p 176 to 13 ff)

~~The draft lease deed~~ agreement ~~is to be signed by the Secy/or Dy. Secy~~ u/s ~~on behalf of the Governor.~~

this may be deleted.

The lease agreement has to be signed by the Secy to Govt on behalf of the Governor, as such there is no need to notify the Gov, as suggested by you.

17/8/70

25/8/70

ISSUED
25.8.70

Sl. No. 4

21 19

xxx xx xxx

Extract of Article 299(1) and (2) of the Constitution of India.

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(1) All contracts made in the exercise of the executive power of the Union or of a State shall be expressed to be made by the President, or by the Governor of the State, as the case may be, and all such contracts and all assurances of property made in the exercise of that power shall be executed on behalf of the President or the Governor by such persons and in such manner as he may direct or authorise.

(2) Neither the President nor the Governor shall be personally liable in respect of any contract or assurance made or executed for the purposes of this constitution, or for the purposes of any enactment relating to the Government of India heretofore in force, nor shall any person making or executing any such contract or assurance on behalf of any of them be personally liable in respect thereof.

xxx xx xxx

Sl. No. 3. 22 18

No.B3/62/GFL/1314/64-65.
Encl. Draft lease deed

Chief Conservator's Office
Bangalore:Dated: 21/10/1969.

To

The Secretary to Government,
Agriculture and Forest Department,
BANGALORE.

Sir,

Sub:-Grant of land in Mavkal Reserve Forest - Thithimathi Range - Request of the Coorg Orange Growers Co-operative Society, Pollibetta, Coorg -

Ref:-G.O.No.AFD-182-FGL-64 Dated 15-9-1967. ①

① Hag - P22 of 182 FGL 64

FB

With reference to the above, I am enclosing a draft lease deed agreement to be executed with ~~the~~ Messrs.Coorg Orange Growers' Co-op.Society, Pollibetta for getting it approved from the Government in the Law Department and early return of the approved draft lease deed.

Yours faithfully,

Chief Conservator of Forests

38155

N.

23 OCT 1969
5885/69

Shri H.K.R.
22-10-69.

THIS INDENTURE OF LEASE IS MADE THIS THE ..... day of ..... Nineteen hundred sixty nine between the Coorg Orange Growers' Co-operative Society, Pollibetta represented by the President herein after called the Lessee (which term shall include ~~his~~ its assignee, successors, administrators, legal representatives or liquidators) on one party and the Governor of Mysore, (hereinafter called the Govt.) ~~Mysore State represented by the Divisional Forest Officer, Hunsur Division, Hunsur~~ on the other part.

Whereas at the request of the Society, the Government have by G.O.NO.AFD 182 FGL 64 ~~Bangalore~~ dt., 15th September '67 agreed to grant the land described in the Schedule below (hereinafter referred to as the demised land) on lease for getting up the land to produce fruit orchard to feed the Society's factory of fruit canning, increased production of fruits to supplement the food, establishment of fruit processing plant etc., for the preparation of high protein foods subject to the terms and conditions noted in the said Government order, and

Whereas the Society has deposited a sum of Rs. 41,400-00 (fortyone thousand four hundred) only with the Government as ~~Earnest Money~~ Security deposit to secure due performance of the terms and conditions of this deed:

Now it is hereby agreed as follows:

1. The lease shall be for a term of 30 years commencing on.....

2. The Society shall pay rent as follows:

(i) During the first to fourth year of the lease @ Rs.2/- per acre per year.

(ii) During the fifth to Eighth year, of the lease @ Rs.4/- per acre per year.

(iii) During the nineth to 13th year of the lease Rs.10/- per acre per year.

(iv) During the fourteenth to Twentieth year of the lease @ Rs.20/- per acre, per year.

..2/-

24

(v) During the Twenty first to Thirtieth year of the lease @ Rs.20/- per acre per year subject to revision by the Government.

(vi) In respect of the land used for establishment of fruit processing plant the Society shall pay a rent of Rs. 150/- per acre or part of an acre per year.

3. The rent for the first year shall be paid on the date of execution of this deed and the rent for the remaining years shall be paid one month before the completion of one year from the date of payment of the previous year's rent.

4. The Society shall

a) use the demised land for the purpose of raising fruit orchard to feed its fruit canning factory, establishment of fruit processing plant etc., and shall not use the same for any other purposes:

b. Use water from the demised land to feed the cultivated areas within the State Forest limits.

(c) Pay water rate, if any, payable on the demised land in accordance with the provisions made under the Mysore Irrigation (Levy of betterment Contribution and water rate) Act 1957;

d) Utilise the entire demised land within a total period of five years from the date of execution of this deed as follows;

i) 800 acres within 2 years from the date of this deed

ii) another 200 acres before the end of the third year of this deed.

iii) Yet another 250 acres before the end of the ~~fifty~~ Fourth year of this deed;

iv) the balance 250 acres before the end of the fifth year of this deed;

e) at its own cost have the area of the demised land clearly demarcated and fenced by means of boundary stone

f) use the fruits raised by the Society for its use or sell to other Industries or consumers.

5. The Society shall not sublet the demised land to any other person or body for any purpose without ~~the~~ ~~express~~ first obtaining the permission of Government in writing.

6. The Society shall not interfere with the right of way of inhabitant of the neighbouring villages so far

...3)

25

.. as the said right is conferred at the time of settlement as per G.O. ..... in respect of Mavakal State Forest.

7. The Society shall not form any other road or approach road in the State Forest Limits without ~~any~~ the previous permission of the Government.

8. The Society shall not interfere with the movement of the staff of the Forest Department within the area of the demised land for purposes of attending to Government duties both inside and on the other parts of the surrounding area of the demised land.

9. The Society shall abide by the Rules and regulations of the Government Forest Department issued from time to time.

10. The Society shall hold the demised land peacefully and enjoy the same during the term of the lease without any interruption by the Government and shall be entitled to construct on the demised land with the previous permission in writing of the Divisional Forest Officer, Farm houses, sheds, processing plant, canning factory etc., or any other building that the Society may consider nedessary for its purppses.

11. In the event of the Society committing breach of any of the conditions of this deed, Government shall be entitled to determine the lease forthwith and enter upon ~~on~~ and take possession of the demised land and shall also be entitled to forfeit the ~~earnest money~~ Security deposit.

12. The Society has no right over the standing growths which will be cleared by the Forest Department before delivering the land for raising fruit orchard.

13. The Society shall on the expiry of the term of the lease surrender possession of the demised land to the Government without claiming any compensation.

..4)

20 ~~14.~~ The Government shall be entitled without prejudice to the other remedies open to it, to recover all moneys due under this deed as arrears of land revenue.

21 ~~15.~~ The ~~earnest money~~ Security deposit shall, if not forfeited under condition 11, ~~to~~ shall be refunded to the Society on the expiry of the lease provided however when the lease is renewed under the following condition, it shall be held as ~~earnest money~~ Security for the renewed period of lease subject to the same conditions.

a) If the Society fails to pay to the Government any sums payable under the grant on the respective dates on which they are made payable the Society shall pay interest at 6¼% per cent per annum on such amounts from the dates on which they were so payable until the date of payment of recovery. If the rent with the interest is not paid within three months from the date on which the rent was payable or if there shall have been any breach by the lessee of the covenants herein before contained then in any such case the lease shall be cancelled ~~and~~ after giving 30 days notice in writing to the lessee and the Society shall not be entitled to any compensation therefor.

22 ~~16.~~ In case the Society desires to obtain a renewal of the lease after the expiry of the term agreed to aforesaid, the Society shall not less than six calender months before the expiration of the lease give a notice in writing of such desire to the Government and thereupon the Government may at its discretion, renew the lease for a further period of 30 years on the same terms and conditions as per conditions contained in this deed, except the condition for renewal and when the lease is so renewed the Society shall pay the rent of Rs.50/- per acre per year.

23 ~~17.~~ In the event of determination of lease by efflux of time or otherwise, Government shall be entitled to all the buildings, structures or improvements made on the demised land and the Society shall not be entitled to any compensation therefor.

...§)

14. The Sandal, Alale and Tamarind standing in the demised area shall be enumerated by the Forest Dept and the Society binds itself to protect them till the trees are extracted by the Forest dept or till the expiry of the lease period whichever is earlier.

15. The Forest dept or its authorised agent shall have the right of collecting the usufruct or extracting the reserved Sandal, Alale and Tamarind trees mentioned in clause 13 above without any payment to the Society.

16. The Society shall pay the value of the existing plantations in the demised area as may be determined by the Forest dept

17. The existing tree growth other than those mentioned in clause 15 shall be valued by the Forest dept and the value thereof shall be paid by the Society. The Society shall be at liberty to extract, exploit, utilise and remove the tree growth other than those mentioned in the above clauses.

18. In the event of damage to any of the trees mentioned in clause 14 the Society shall be liable to pay to Govt. the value thereof

27 13(A)

plus sales tax and penalty as indicated below:-

To be inserted as clause 12 of the G.O.

(a) —
(b) —
(c) —
(d) —
(e) —

19. The Society shall render to all adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the D.F.O.

S_c_h_e_d_u_l_e.

District	Taluk	Name of R.F.	Survey No. & acres.	Nature of the crop of the land.	Remarks.
Coorg	Virajpet	Mavakal	1000	Fruit orchard	Area released as per condition No.4 (d)

In witness thereof the parties hereunto have executed this Deed on the day and the year first above mentioned.

For the Society
(Person authorised should sigh)

On behalf of and under the directions of the Governor of Mysore.

Witnesses:- 1.

2.

(person authorised to sigh)

--copy--

ok.

Conservator of Forests.

Sl. No. 2

PROCEEDINGS OF THE GOVERNMENT OF MYSORE 3012

Subject: Grant of land in Maukal Reserve Forest Thithimathi Range to the Coorg Orange Growers Co-operative Society Pollibetta-Coorg. Modification of agreement clause —

ORDER No. AFD-~~182~~ 176 -FAL 69.

BANGALORE DATED THE JUNE '69

With ref. to letter No. B3.62.GFL.1314/64-65 dated 4.2.69 (1) of the C.C.F. in Mysore Bangalore (2) on the subject, the Governor has been pleased to accord sanction to the addition of ~~clause 8~~ the following Para below the last Para of the terms and conditions mentioned in G.O. No. AFD-182-FAL 69 dated 15.9.67 (2) as follows:

8. The lessee shall enter into an agreement with the D.F.O. Hunsur for the due fulfilment of the terms and conditions of the ~~order~~ lease.

(1) S.No.1.

(2) on the subject cited above

(2) Flag J No. of 182 FAL 69

7.7.69

1/c D/S A&F

7.6.69

To

CCF

AG

C&I

GF

Sl. No. 1.

31 11/09

Office of the
Chief Conservator of Forests
in Mysore, Bangalore,
Dt; 4-2-69.

No.B3-62-GFL-1314/64-65.

To

R. & I. SECTION
A. & F. D.
No. 04539.
Date 6 FEB 1969
Section 843/18

The Secretary to Government,
Agriculture and Forest Department,
Bangalore.

Sir,

Sub: Grant of land in Mavakal R.F. Thithimathy Range Request of the Coorg Orange Growers' Co-Op.Society, Ltd., Polibetta - Lease of land - execution of bond -

Ref: Government Order No.AFD 182 FGL 64 dated; 15-9-1967.

In this case, the agreement has to be got executed between the Divisional Forest Officer, Hunsur on behalf of Government of the one part and the lessee M/s. Coorg Orange Growers' Co-op. Society, Ltd., Polibetta of the other part.

2. As per Power No.12 of the Manual of Financial Poers 1967 the Divisional Forest Officers can enter into agreement for a period of one year only. Whereas in this case the area has been ordered to be leased to the Society for a period of 30 years.

3. I therefore request you ~~to~~ kindly to modify the said Government Order empowering the Divisional Forest Officer, Hunsur to execute the agreement with the lessee.

Yours faithfully,

CHIEF CONSERVATOR OF FORESTS.

Sl.No.1(A)P.1.

32

Sub: Forest Department - Belgaum District and Taluk Halbhavi Village - 518 acres 4 guntas in forest survey Nos.82 to 88 and 91 to 103 known as Chigrimal - lease to Messrs.N.Jivanlal & Co.(P) Ltd., Bombay for setting up a Chemical Industry Sanctioned.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO.AFD 214 FGL 68,

BANGALORE: DATED: THE 15TH JANUARY 1969.

READ:

1. Govt. Order No.AFD 100 FGL 67 dated the 11th March 1968 and addendum No.AFD 100 FGL 67 dated the 18th March 1968.

2. Govt. Order No.AFD 214 FGL 66 dated the 15th October 1968.

3. Letter dated the 19th October 1968 of M/s.N.Jivanlal and Co., Private Ltd., Bombay.

4. Correspondence resting with letter No.B3.1.GFL.38/68-69 dated the 3rd December 1968 of the Chief Conservator of Forests in Mysore, Bangalore.

PREAMBLE:

In Government Order dated the 11th March 1968, cited (1) above 518 acres 4 guntas of land in forest survey Nos.82 to 88 and 91 to 103 known as 'CHIGRIMAL' of Halbhavi Village, Belgaum Taluk and District was leased to M/s.N. Jivanlal & Co. (P) Ltd., Bombay on certain terms and conditions for setting up a Chemical Industry. Certain modifications in the terms and conditions of the lease were effected in the Government Order dated the 15th October 1968 cited (2) above.

M/s.N.Jivanlal & Co.(P) Ltd., Bombay in their letter dated the 19th October 1968 cited (3) above have requested for certain modifications in the terms and conditions of lease. The Chief Conservator of Forests, Bangalore in his letters dated the 16th November 1968 and the 3rd December 1968 has furnished his views in the matter.

ORDER

In supersession of the Government Orders dated the 11th March 1968, the 18th March 1968 and the 15th October 1968 cited above, Government are pleased to accord sanction to the lease of 518 acres 4 guntas of land in Forest Survey Nos.82 to 88 and 91 to 103 Known as 'CHIGRIMAL' in Halbhavi Village of Belgaum Taluk and District in favour of M/s.N.Jivanlal and Co.(P)Ltd., Bombay subject to the following conditions:-

1. The period of lease shall be thirty years in the first instance. The Company shall pay a rent of Rs.25/- (Rupees Twenty five only) per year per acre or part of an acre as under:-

(a) 10% (Ten percent) of the aforesaid lease rent shall be paid for the first two years;

..contd.2.

(b) 25% (twenty five percent) of the aforesaid lease rent shall be paid for the third year;

(c) 50% (fifty percent) of the aforesaid lease rent shall be paid for the fourth year;

(d) 75% (seventyfive percent) of the aforesaid lease rent shall be paid for the fifth year.

(e) full lease amount shall be paid per year from the sixth year onwards;

2) The land shall be used only for raising all kinds of essential oil yielding grasses and plants and for erecting structures connected with it;

3) The entire area open shall be fully utilised within five years;

4) The lease may be renewed by Government for a further period of thirty years subject to the lease rental not exceeding Rs.50/- (Rupees Fifty only) per year per acre or part of the acre.

5) The area shall be properly demarcated on the ground by means of boundary stones which should be kept in good repair to the entire satisfaction of the Divisional Forest Officer;

6) The Sandal, Alale, and Tamarind trees standing on the land shall be enumerated by the Forest Department and the Company shall bind itself to protect them till the trees are extracted by the Forest Department or till the expiry of the lease period whichever is earlier.

7) The Forest Department or its authorised agent shall have the right of collecting the usufruct or extracting the reserved sandal, Alale and tamarind trees mentioned in clause(6) above without any payment for the same to the Company.

8) The Company shall leave a clear belt of 2' (two feet) around each tree mentioned in clause (6) above and shall take care not to damage such tree growth or their roots;

9) The Company shall pay the value of the existing plantations in the said area as may be determined by the Forest Department. Orders regarding valuation shall issue separately.

10) Existing tree growth other than those listed in clause(6) above shall be valued by the Forest Department and the value thereof shall be paid for by the Company. Orders regarding valuation shall issue separately.

11) After payment of value of the tree growth referred to in clauses (9) & (10) above the Company shall be at liberty to extract, exploit, utilise and remove such tree growth other than those reserved trees listed in clause (6) above.

contd.3.

12. In the event of damage to any of the trees listed as per clause (6) above, the Company shall be liable to pay to Government the value thereof plus Sales Tax at statutory rates and penalty as indicated below:-

(a) In respect of Sandalwood trees of 15.24 Cms. (6") in girth and above, Rs.100/- per tree as penalty.

(b) In respect of Sandalwood trees of below 15.24 Cms (6") girth, Rs.25/- per tree as penalty.

(c) The trees so damaged shall be uprooted and delivered to the Government Sandalwood Depot at Belgaum free of cost by the Company as and when directed by the Divisional Forest Officer;

(d) In case if any Sandalwood trees is found missing from the area, the Company should pay the cost of such trees at the current market rate in terms of heart wood for each girth class as determined by the Divisional Forest Officer, Belgaum.

(e) In respect of Alale and Tamarind trees the Company shall pay the value thereof as applicable for the group in respect of 'Other species' in the coupes sold standing in Belgaum Circle.

Provided that the Company shall not be liable to pay the value and/or penalty for any damage to any or all the trees if the damage to any of those trees is caused due to cyclone or earthquake.

13. The Company shall undertake adequate fire protection measures as are necessary and shall act in this regard as directed from time to time by the Divisional Forest Officer.

14. The land shall within a period of five years be utilised for the purpose for which it is granted and in default to comply with this requirement, the lease shall be liable for cancellation forthwith. But no damages or compensation shall be claimed from Government and no damages or compensation will be paid. However, the Company shall be permitted to exploit, extract or utilise the tree entire growth except of the species mentioned in clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

15. The Company shall deposit with the Forest Department Rs.5,000/- either in cash or the Bank Guarantee of a Scheduled bank for an equal amount for fulfilment of all the conditions satisfactorily and in case of breach of any of the conditions, the department is at liberty to impose penalty to a maximum of Rs.1,000/- in the case of each breach and the decision of the Chief Conservator of Forests shall be final in this matter.

contd.4.

16) The Company shall be entitled to collect, exploit, extract and utilise the entire growth on the land excepting the reserved trees mentioned in clause (6) above and to make use of the structureserected by them with the prior permission of the Divisional Forest Officer.

17) The Company is permitted to erect on the said land such structures as are necessary in connection with their raising of essential oil yielding plants and grasses, for housing their office, staff, watchmen and labourers and for keeping their equipments, implements tractor etc and for storage of their raw materials and for housing their cattle etc. The Company is also permitted to dig/bore wells within the area for their own use.

18) The lease is liable for termination if the Company does not show satisfactory progress or does not act according to any of the conditions of the lease. But the company shall not claim any compensation or damages from Government on that account and no damages or compensation will be paid. However the Company shall be permitted to exploit, extract, utilise and remove the entire tree growth except of those species mentioned in clause (6) above within a reasonable time limit to be fixed by the Conservator of Forests, Belgaum Circle.

19) The entire right over this land and reserved trees as mentioned in clause (6) above shall be that of the Government.

20) Government reserve the right to all mines, and quarries of metals, minerals, stones, Kankar and other substances that are or shall or may be found in/upon the said demised land with full power and liberty to search for, dig, get and have, take and carry away the same and to make any road or roads, way or ways or other work or works reasonably necessary for the purposes of the aforesaid.

21) All or any amount due to Government under the lease deed to be executed under this Government Order shall be recovered from the lessee as an arrear of land revenue in case of default.

22) The Company shall abide by such other terms and conditions as may be imposed by Government from time to time.

23) If any difference of opinion arises as to the interpretation of any of the clauses, the decision of the Chief Conservator of Forests, Mysore State shall be final and binding on the Company. In case the Company is not satisfied with the decisions of the Chief Conservator of Forests, Mysore State it shall have the right of appeal to Government.

The Company shall enter into the agreement with the Divisional Forest Officer, Belgaum Division incorporating the above conditions.

contd.5.

36 6

Sl. No. 1(A) P5

/5/

This order issues with the concurrence of Finance Department vide their U.O.No.to No.FD 168 WTI.69 dated the 10th January 1969.

By Order and in the name of the
Governor of Mysore,

15-1-69

(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Chief Conservator of Forests in Mysore, Bangalore.
The Conservator of Forests, Belgaum Circle, Belgaum.
The Divisional Forest Officer, Belgaum.
Copy to:-
The Secretary to Government, Commerce & Industries Department.
The Finance Department.(Budget)
Proceedings Volume.

hns/MGS/15-1/
Copies 50.

S(-MN-1(B)P)

37 5

PROCEEDINGS OF THE GOVERNMENT OF MYSORE.

Sub: Release of 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest in Balur Range in favour of M/s. Hyprotex Food Private Ltd.,- on lease basis.

ORDER NO.AFD 105 FGL 67,
BANGALORE: DATED: THE 5TH OCTOBER 1967.

READ:

1) Representation of Sri J.S.Fransisco Managing Director M/s.Hyprotex Foods Private Ltd., to Government on 21-12-65.

2) Proceedings of the High Power Committee for Industries held on 12-7-1966.

3) Proceedings of the High Power Committee for Industries held on 23-12-1966.

4) Proceedings of the High Power Committee for Industries held on 14-2-1967.

5) Letter No.B3/GFL/3218/66-67 dated 1-3-1967 from the Chief Conservator of Forests in Mysore, Bangalore.

6) Proceedings of the High Power Committee for Industries held on 14-3-1967.

PREAMBLE:

Sri J.S.Fransisco, Managing Director of M/s. Hyprotex Foods Private Ltd., represented Government in letter cited (1) above, to grant them 3000 acres of land on lease basis for setting up a proposed farm to produce milk eggs, Soyabeans etc. which are the main ingredients of High Protein Foods. He has represented that the proposed farm will have a herd of 300 milk animals and a flock of about 10,000 high strain leghorns which will produce nearly 4000 litres of milk and amount 5000 eggs. ~~xxxxxxxx~~ respectively. Some acreage will be set apart for soyabean crop and fodder crops like berseem rhodes grass, maize etc.

The scheme proposed to be implemented has been examined by the Director of Industries and Commerce and is found to be acceptable and agreed by the High Power Committee for Industries after a detail scruitiy in several meetings.

The Chief Conservator of Forests has also suggested in his letter dated 1-3-1967 that one thousand acres of land may be released within Ramadevarahalla and Thirumaladevaragudda State Forest in Balur Range for 30 years on lease basis.

O R D E R

After careful consideration, Government are pleased to release 1000 acres of land within Ramadevarahalla and Thirumaladevaragudda State Forest Balur Range in favour of M/s. Hyprotex Foods Private Ltd., for the implementation of the proposed Multi-purpose Food Project on lease basis subject to the following conditions:-

(1) The lease ~~xxxx~~ will be for a period of thirty years on a lease amount of Rs.25/- per acre per year with a right of renewal for a like period on a lease amount subject to a ceiling of Rs.50/- per acre per year, the amount to be recovered being 10% of the aforesaid lease amount for the first two years, 25% in the third year, 5 0% in the Fourth year, 75% in the fifth year and the full lease amount from the sixth year on-wards.

2) The land should be used for the purpose for which it is granted.

3) The cattle that is being maintained by the company should not be allowed for grazing in the surrounding regenerated forest areas.

4) The area granted should be properly demarcated and fenced at the cost of the grantee.

5) The grantee should pay Rs.27,594/- together with the interest representing the cost of plantations before taking possession of the land.

6) If the land is utilised for any purpose other than the one for which it is granted the same is liable to be resumed to Govt. without any claims for compensation.

7) The Company lessee should abide by such of the rules and regulations of the Forest Department as exist or as are made from time to time.

8) The lessee should utilise the land within 5 years by utilising 300 acres within a period of two years, a further extent of 200 acres before the end of 3 years, a further extent of 250 acres before the and of 4 years, and the entire balance before the end of 5 years.

9) The lessee should pay the water rate in accordance with the rates notified by Government under the Mysore Irrigation (Levey of Betterment contribution and Water rates), Act, if the lands or any portion of the lands and irrigated by a source of irrigation belonging to Government.

10) Casein produced by the Industry, should be used for the manufacture of casein based food products by itself or sold to other industry for use in the production of casein based food products. The manufacture of casein and its diversion for industrial uses not connected with food products, should be specifically prohibited.

11) The lessee should execute a lease bond embodying the aforesaid terms.

This order issues with the concurrence of Finance Department vide their U,O.No.2934 dated 6-5-1967.

The Chief Conservator of Forests is directed to take further action in the matter.

By Order and in the name of the
Governor of Mysore,

Sd/-
(M.A.Meccai)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Chief Conservator of Forests in Mysore, Bangalore.
The Commerce & Industries Department.
Sri J.S.Fransisco, Managing Director, Hyprotex Foods (P)Ltd., 13, King Street, Bangalore-25.
The Weekly Gazette.

/Copy/

Sl. No. 1(c) P1. 39

Sub: Forest Department - Lease of 328-5-0 acres o out of F.S.No.174 and 176 Kakati Village, Bel Taluk and District in favour of M/s. Indian A Co., Ltd., - Calcutta for disposal of red mud Sanctioned.

PROCEEDINGS OF THE GOVERNMENT OF MYSORE

ORDER NO.AFD 27 FGL 68,

BANGALORE DATED: THE 28TH OCTOBER 1968.

READ:

1. Representation dated 24-11-1967 from M/s Indian Aluminium Company Ltd., Calcutta addressed to the Secretary to Government, Commerce & Industries, Department.

2. Letter No.B3.25. GFL.438/68-69 dated 24-7-1968 from the Chief Conservator of Forests in Mysore, Bangalore.

Preamble:

M/s Indian Aluminium Co. Ltd., Calcutta in their representation dated 24-11-1967 cited (1) above have represented to Government for grant of 328-5-0 acres of land out of F.S.No.174 and 176 of Kakati Village, Belgaum Taluk and District for disposal of red-mud (a waste product).

The Chief Conservator of Forests in his letter dated 24-7-68 cited (2) above has recommended lease of the area requested for by the firm for a period of 30 years subject to certain conditions proposed by him.

ORDER

Government are pleased to lease 328-5-0 acres of land out of F.S.No.174 & 176 of Kakati Village, Belgaum Taluk and District in favour of M/s. Indian Aluminium Co., Ltd., Calcutta on lease basis, subject to the following conditions for disposal of Red-mud (a waste product):-

(i) the period of lease shall be 25 years with option to renew for a further period of 25 years and co-terminus with the period indicated in the agreement executed for supply of power and water.

(ii) the company shall pay a rent of Rs.10/- (Rupees ten only) per acre or part thereof per year;

(iii) the amount of rent is subject to revision during the currency of the lease period if necessary to the advantage of Government if circumstances so warrant;

(iv) The area shall be utilised only for disposal of the red-mud which is a waste product of the Company;

(v) the area should be utilised only for the purpose for which it is granted;

contd.2.

(iv) the company shall surrender the area to the Forest Department without claiming any compensation if the area is required earlier by the Department for any other public purposes;

(vii) the company shall abide by all the rules under the Minaral Concession Rules;

(viii) an amount of Rs.8,210/- together with Sales Tax shall be paid by the Company towards the cost of tree growth immediately.

(ix) for breach of any of the above conditions the lease is liable to be terminated without notice and the area leased by Government will be resumed without compensation.

The Chief Conservator of Forests is directed to take further action in the matter.

This order issues with the curremance of Finance Departme vide their No.6304 dated 23-10-1968.

By order and in the name of the Governor of Mysore,

AUTHORISED FOR ISSUE
M.M.Gunsur.
Section Officer. 31.X.68
Mysore Government Secretariat

(S.Ballasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

To

The Secretary to Government of Mysore, Commerce & Industries Department, Bangalore.
The Chief Conservator of Forests in Mysore, Bangalore.
The Deputy Commissioner, Belgaum District, Belgaum.
Copy to:-
Finance Department (Budget)
M/s Indian Aluminium Company Ltd., Middleton Street, Calcutta-1

Ed. NV-1 (C) 83

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S OF THE GOVERNMENT OF MYSORE.

Sub: Forest Department - Lease of 328-5-0 acres of land out of F.S.No.174 and 176 of Kakati Village, Belgaum Taluk and Dis-trict in favour of M/S Indian Aluminium Co., Ltd., Calcutta for disposal of red-mud - Sanctioned.

ORDER NO.AFD 529 FGL 68
BANGALORE DATED THE 28th FEB.1969.

Read:

(1) Govt. Order No.AFD 27 FGL 68 dated the 28th October 1968.
(2) Letter dated the 20th November 1968 from the Indian Aluminium Company Ltd., Calcutta.

Preamble:

M/S Indian Aluminium Company Ltd., Calcutta in their letter dated the 20th November 1968 cited (2) above have represented to Government for the modification of some of the conditions incorporated in the Government Order dated the 28th October 1968 read above.

ORDER.

Government are pleased to modify the conditions incorporated in Government Order No.A F 27 FGL 68 dated the 28th October 1968 cited (1) above as follows:-

1. that the existing clauses (i),(ii), (iii) and (iv) be substituted by the following clauses:-

   (i) the period of lease shall be 25 years with option to renew for a further period upto 25 years.

   (ii) the company shall pay a rent of Rs.10/- (Rupees ten only) per acre or part thereof per year during the first 25 years.

   (iii) the amount of rent payable during the subsequent period upto 25 years shall be an amount not exceeding Rs.30/- per acre or part t ereof per year.

   (iv) the area shall be utilised only for disposal of the red-mud which is a waste product of the Company and that in this connection the Company can undertake necessary civil works, like, embankments, laying of pipelines and cables, pump-house and shelter for pump-house operator, provided the Company shall not demand any compensation, after the expiry of the lease, for the buildings and other civil works undertaken during the lease period.

2. that clause (vi) be deleted and clauses (vii),(viii) and (ix) be re-numbered as clauses (vi),(vii) & (viii).

The Chief Conservator of Forests is directed to take further action in the matter.

This order issues with the concurrence of Finance Department vide their U.O.No.FD 813/W2/69 dated 21-2-1969.

By Order and in the name of
the Governor of Mysore,
Sd/-
(S.Balasubramanyan)
Under Secretary to Government,
Agriculture & Forest Department.

To
The Secretary to Government, Commerce & Industries Department.
The Chief Conservator of Forests in Mysore, Bangalore.
The Deputy Commissioner, Belgaum District, Belgaum.
The Finance Department (Budget).